

IC 20-6.1-4

Chapter 4. Contracts

IC 20-6.1-4-1

Preemployment consideration; qualifications

Sec. 1. (a) Within ten (10) days after a request from the governing body, the superintendent shall make a report on any person being considered by the school corporation for either a teaching appointment or an indefinite contract as defined in section 9 of this chapter. This report must contain the person's teaching preparation, experience, and license.

(b) The governing body of a school corporation may not employ an individual who receives an initial standard or reciprocal license after March 31, 1988, for a teaching appointment under this chapter unless the individual:

- (1) has successfully completed a beginning teacher internship program under IC 20-6.1-8 (repealed); or
- (2) has at least two (2) years of teaching experience outside Indiana.

(c) This section does not prevent the granting of additional authority in the selection or employment of teachers to a superintendent by the rules and regulations of a school corporation. *As added by Acts 1976, P.L.100, SEC.1. Amended by P.L.390-1987(ss), SEC.6; P.L.291-2001, SEC.173; P.L.97-2004, SEC.74.*

IC 20-6.1-4-2 Repealed

(Repealed by P.L.196-1987, SEC.5.)

IC 20-6.1-4-3

Basic contract requirements

Sec. 3. Basic Contract Requirements. (a) Each contract entered into by a teacher and a school corporation must:

- (1) be in writing;
- (2) be signed by both parties; and
- (3) contain:
 - (A) the beginning date of the school term as determined annually by the school corporation;
 - (B) the number of days in the school term as determined annually by the school corporation;
 - (C) the total salary to be paid during the school year; and
 - (D) the number of salary payments to be made during the school year.

The contract may provide for the annual determination of the teacher's annual compensation by a local salary schedule, which schedule is considered a part of each contract. This salary schedule may be changed by the school corporation on or before May 1 of a year; the changes begin the next school year. However, each teacher affected by the changes shall be furnished with printed copies of the changed schedule within thirty (30) days after its adoption.

Each contract is also governed by sections 1, 2, 3, 6(a), 6(b), 7, and 8 of chapter 5 of this article.

(b) Each governing body shall provide the blank contract forms, carefully worded by the state superintendent, and shall have them signed. These contracts are public records open to inspection by the people of each school corporation.

(c) An action may be brought on a contract which conforms with subsections (a)(1), (a)(2) and (b) of this section.

As added by Acts 1976, P.L.100, SEC.1. Amended by Acts 1979, P.L.205, SEC.1.

IC 20-6.1-4-4

Contract forms; state superintendent's duties

Sec. 4. Contract Forms—State Superintendent's Duties. The state superintendent shall:

(1) prescribe:

(A) the uniform teacher's contract in two (2) alternate forms: (i) the regular teacher's contract and (ii) the temporary teacher's contract; and

(B) the supplemental service teacher's contract form;

(2) furnish each school corporation with the forms; and

(3) require each school corporation to include in its semiannual report on average daily attendance a statement that it is in compliance with IC 20-6.1-3-2; IC 20-6.1-4-4 through IC 20-6.1-4-8; IC 20-6.1-5-4 and IC 20-6.1-5-5.

As added by Acts 1976, P.L.100, SEC.1.

IC 20-6.1-4-5

Contract forms; applicable teachers

Sec. 5. Contract Forms. Applicable Teachers. Each teacher employed in a public school must be employed on a uniform teacher's contract, or a supplemental service teacher's contract, except a teacher engaged as a substitute teacher.

As added by Acts 1976, P.L.100, SEC.1. Amended by Acts 1977, P.L.239, SEC.2.

IC 20-6.1-4-6

Regular teacher's contract

Sec. 6. The Regular Teacher's Contract. The regular teacher's contract, to be used state-wide without amendment, shall contain, in addition to the items in section 3(a)(3) of this chapter:

(1) the manner of salary payment; and

(2) any provisions relating to the government of the school as the state superintendent may include.

As added by Acts 1976, P.L.100, SEC.1.

IC 20-6.1-4-7

Temporary teacher's contract

Sec. 7. (a) The temporary teacher's contract shall be used only for employing a teacher to serve in the absence of a teacher who has

been granted a leave of absence by the school corporation for:

- (1) engaging in military service or in service auxiliary to it;
- (2) professional study or advancement;
- (3) exchange teaching;
- (4) extended disability to which a licensed physician has attested; or
- (5) serving in the Indiana general assembly.

(b) The temporary teacher's contract must contain:

- (1) the provisions of the regular teacher's contract except those providing for continued tenure of position;
- (2) a blank space for the name of the teacher granted the leave, but the name of that teacher on leave may not be used on another temporary teacher's contract for the same time; and
- (3) an expiration date which is the date of the return of the teacher on leave but is no later than the end of the school year.

(c) If the teacher is employed on the temporary teacher's contract for a period of sixty (60) days or more in a school year, he may on request receive the service credit that he would otherwise enjoy with regard to the state teachers' retirement fund. Additionally, the salary of that teacher may not be less than the salary provided by IC 20-6.1-5-1, the state minimum salary law, or by a local salary schedule not less remunerative.

As added by Acts 1976, P.L.100, SEC.1. Amended by P.L.209-1983, SEC.1.

IC 20-6.1-4-8

Supplemental service teacher's contract

Sec. 8. (a) As used in this section, "teacher" includes an individual who:

- (1) holds a substitute teacher's license; and
- (2) provides instruction in a joint summer school program under IC 20-10.1-7-12.5.

(b) The supplemental service teacher's contract shall be used when a teacher provides professional service in evening school or summer school employment, except when a teacher or other person is employed to supervise or conduct noncredit courses or activities.

(c) If a teacher serves more than one hundred twenty (120) days on a supplemental service teacher's contract in any school year, then sections 1, 3, 4, 9, 10, 11, 13, 14, and 15 of this chapter and IC 20-6.1-6-1 through IC 20-6.1-6-4 apply as they do to a teacher on a regular teacher's contract.

(d) The salary of a teacher on a supplemental service contract must equal the salary of a teacher on the regular salary schedule of the school corporation where the teacher will serve. Part-time service on the supplemental service contract is computed on the basis of six (6) hours as a full day of service.

As added by Acts 1976, P.L.100, SEC.1. Amended by Acts 1977, P.L.239, SEC.1; P.L.206-2003, SEC.2.

IC 20-6.1-4-9

Indefinite contract; permanent teacher

Sec. 9. Indefinite Contract—Permanent Teacher. (a) Each person who:

- (1) serves under contract as a teacher in a public school corporation for five (5) or more successive years; and
- (2) at any time enters into a teacher's contract for further service with that school corporation;

becomes by that a permanent teacher of that school corporation. When a contract between the school corporation and a permanent teacher expires by its terms, that contract is considered to continue indefinitely as an indefinite contract.

(b) An indefinite contract remains in force until the permanent teacher reaches seventy-one (71) years of age, unless it is:

- (1) replaced by a new contract signed by both parties; or
- (2) canceled as provided in sections 10 and 11 of this chapter.

As added by Acts 1976, P.L.100, SEC.1. Amended by Acts 1979, P.L.206, SEC.1.

IC 20-6.1-4-9.1**Laboratory school teachers; transfer to local school corporation; service credits; indefinite contract**

Sec. 9.1. Any teacher serving under a regular contract at a laboratory school operated under IC 20-12-14 who is offered and accepts a position in the local school corporation that is a party to the agreement with the university operating the laboratory school is entitled to transfer to the local school corporation any years served as a regular teacher at the laboratory school and to receive credit for the years in meeting the five (5) year requirement for an indefinite contract contained in IC 20-6.1-4-9. If such a teacher accepting a position with the local school corporation has served as a regular teacher at the laboratory school for five (5) or more successive years, that teacher's contract with the local school corporation shall be regarded as an indefinite contract under IC 20-6.1-4-9 and subject to that section.

As added by Acts 1977, P.L.240, SEC.1.

IC 20-6.1-4-9.5**Indefinite contract; semipermanent teacher**

Sec. 9.5. Indefinite Contract—Semi-Permanent Teacher.

(a) Each person who:

- (1) serves under contract as a teacher in a public school corporation for two (2) successive years;
- (2) at any time thereafter enters into a teacher's contract for further service with that school corporation; and
- (3) is not a permanent teacher, as defined in IC 20-6.1-4-9;

is a semi-permanent teacher of that school corporation. When a contract between the school corporation and a semi-permanent teacher expires by its terms, that contract is considered to continue indefinitely as an indefinite contract for a semi-permanent teacher.

(b) An indefinite contract for a semi-permanent teacher remains

in force until:

- (1) the contract is replaced by a new contract signed by both parties;
- (2) the contract is cancelled as provided in sections 10.5 and 11 of this chapter; or
- (3) the teacher becomes a permanent teacher, as defined in IC 20-6.1-4-9.

As added by Acts 1978, P.L.110, SEC.1. Amended by Acts 1979, P.L.207, SEC.1.

IC 20-6.1-4-10

Cancellation of indefinite contract by school corporation; grounds

Sec. 10. (a) An indefinite contract with a permanent teacher may be canceled in the manner specified in section 11 of this chapter only for one (1) or more of the following grounds:

- (1) Immorality.
- (2) Insubordination, which means a willful refusal to obey the state school laws or reasonable rules prescribed for the government of the school corporation.
- (3) Neglect of duty.
- (4) Incompetency.
- (5) Justifiable decrease in the number of teaching positions.
- (6) A conviction for an offense listed in IC 20-6.1-3-7(d).
- (7) Other good and just cause.

When the cause of cancellation is ground (1), (2), or (6), the cancellation is effective immediately. When the cause of cancellation is ground (3), (4), (5), or (7), the cancellation is effective at the end of the school term following the cancellation.

(b) An indefinite contract may not be canceled for political or personal reasons.

As added by Acts 1976, P.L.100, SEC.1. Amended by P.L.11-1994, SEC.10; P.L.228-2001, SEC.4; P.L.161-2003, SEC.3.

IC 20-6.1-4-10.5

Cancellation of indefinite contract of semipermanent teacher by school corporation; grounds

Sec. 10.5. (a) An indefinite contract with a semipermanent teacher may be canceled in the manner specified in section 11 of this chapter only for one (1) or more of the following grounds:

- (1) Immorality.
- (2) Insubordination, which means a willful refusal to obey the state school laws or reasonable rules prescribed for the government of the school corporation.
- (3) Neglect of duty.
- (4) Substantial inability to perform teaching duties.
- (5) Justifiable decrease in the number of teaching positions.
- (6) Good and just cause.
- (7) The cancellation is in the best interest of the school corporation.
- (8) A conviction for an offense listed in IC 20-6.1-3-7(d).

(b) An indefinite contract with a semipermanent teacher may not be canceled for political or personal reasons.

(c) Before the cancellation of a semipermanent teacher's indefinite contract, the principal of the school at which the teacher teaches shall provide the teacher with a written evaluation of the teacher's performance before January 1 of each year. Upon the request of a semipermanent teacher, delivered in writing to the principal within thirty (30) days after the teacher receives the evaluation required by this section, the principal shall provide the teacher with an additional written evaluation.

As added by Acts 1978, P.L.110, SEC.2. Amended by P.L.201-1989, SEC.1; P.L.11-1994, SEC.11; P.L.161-2003, SEC.4.

IC 20-6.1-4-11

Cancellation of indefinite contract by school corporation; procedures

Sec. 11. (a) An indefinite contract with a permanent or semi-permanent teacher may be canceled only in the following manner:

- (1) the teacher shall be notified in writing of the date, time, and place for the consideration by the school corporation of the cancellation of the contract; this notification must occur not more than forty (40) days nor less than thirty (30) days before the consideration;
- (2) the teacher shall be furnished, within five (5) days after a written request, a written statement of the reasons for the consideration;
- (3) the teacher may file a written request for a hearing within fifteen (15) days after receipt of the notice of this consideration;
- (4) when the request for a hearing is filed, the teacher shall be given a hearing before the governing body on a day no earlier than five (5) days after filing;
- (5) the teacher shall be given not less than five (5) days' notice of the time and place of the hearing;
- (6) at the hearing, the teacher is entitled:
 - (A) to a full statement of the reasons for the proposed cancellation of the contract; and
 - (B) to be heard, to present the testimony of witnesses and other evidence bearing on the reasons for the proposed cancellation of the contract;
- (7) a contract may not be canceled until:
 - (A) the date set for consideration of the cancellation of the contract;
 - (B) after a hearing is held, if a hearing is requested by the teacher; and
 - (C) the superintendent has given his recommendations on the contract; on five (5) days written notice to him by the school corporation, the superintendent shall present his recommendation on each contract, except on a superintendent's contract;

- (8) pending a decision on the cancellation of a teacher's contract, the teacher may be suspended from duty; and
- (9) after complying with section 10 of this chapter in the case of permanent teachers, or section 10.5 of this chapter in the case of semi-permanent teachers, and this section, the governing body of the school corporation may cancel an indefinite contract with a teacher by a majority vote evidenced by a signed statement in the minutes of the board; the decision of the governing board is final.

The vote to cancel a contract described in subdivision (9) must be taken by the governing body on the date and at the time and place specified in subdivision (1).

(b) If a permanent or semi-permanent teacher is suspended under subsection (a)(8) and except as provided in IC 20-6.1-5-11, the governing body may not (while the teacher is suspended) withhold from the teacher salary payments or other employment related benefits that before the suspension the teacher was entitled to receive.

(c) The governing body may appoint an agent (who is not an employee of the school corporation, but who may be a member of the governing body or an attorney retained to administer the hearing proceedings under this section) for the purpose of issuing subpoenas for the attendance of witnesses for either party at the hearing. A subpoena issued under this section shall be:

- (1) served by the party who seeks to compel the attendance of a witness; and
- (2) upon application to the court by the party, enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action.

As added by Acts 1976, P.L.100, SEC.1. Amended by Acts 1978, P.L.110, SEC.3; P.L.161-1991, SEC.1; P.L.105-1992, SEC.1.

IC 20-6.1-4-12

Discharge and contract rights of permanent and semipermanent teachers

Sec. 12. Discharge and Contract Rights of Permanent and Semi-Permanent Teachers. (a) A permanent teacher who holds an indefinite contract under section 9 of this chapter may not be discharged or have his contract canceled except as provided in sections 10 and 11 of this chapter.

A semi-permanent teacher who holds an indefinite contract under section 9.5 of this chapter may not be discharged or have his contract cancelled except as provided in sections 10.5 and 11 of this chapter.

(b) Each school corporation and its proper officers shall retain each permanent or semi-permanent teacher until his indefinite contract is properly terminated.

(c) If subsection (a) or (b) of this section is violated, the permanent or semi-permanent teacher may bring an action in the nature of mandate as provided by law against the proper officers of the school corporation for an order requiring them to reinstate the

teacher and restore him to full rights as a permanent or semi-permanent teacher.

As added by Acts 1976, P.L.100, SEC.1. Amended by Acts 1978, P.L.110, SEC.4.

IC 20-6.1-4-13

Cancellation of indefinite contract by teacher

Sec. 13. Cancellation of Indefinite Contract by Teacher. (a) A permanent or semi-permanent teacher may not cancel his indefinite contract during the school term of the contract or for thirty (30) days before the beginning date of the school term unless the cancellation is mutually agreed on. A permanent or semi-permanent teacher may cancel his indefinite contract at any other time by giving five (5) days' notice to the school corporation.

(b) A permanent or semi-permanent teacher who cancels his indefinite contract in any manner other than as provided in subsection (a) of this section is guilty of unprofessional conduct, for which the state superintendent may suspend the teacher's license for not more than one (1) year.

As added by Acts 1976, P.L.100, SEC.1. Amended by Acts 1978, P.L.110, SEC.5.

IC 20-6.1-4-14

Contract rights of nonpermanent teachers

Sec. 14. (a) Each contract entered into by a nonpermanent teacher and a school corporation continues in force on the same terms and for the same wages, unless increased by IC 20-6.1-5-1, for the next school term following the date of termination set in the contract. However, the contract does not continue if any of the following occur:

- (1) The school corporation refuses continuation of the contract in accordance with subsections (b) and (c).
- (2) The teacher delivers or mails by registered or certified mail to the school corporation the teacher's written resignation.
- (3) The contract is replaced by another contract agreed to by the parties.

(b) Before a teacher is refused continuation of the contract under subsection (a), the teacher has the following rights, which shall be strictly construed:

- (1) The principal of the school at which the teacher teaches shall provide the teacher with an annual written evaluation of the teacher's performance before January 1 of each year. Upon the request of a nonpermanent teacher, delivered in writing to the principal within thirty (30) days after the teacher receives the evaluation required by this section, the principal shall provide the teacher with an additional written evaluation.
- (2) On or before May 1, the school corporation shall notify the teacher that the governing body will consider nonrenewal of the contract for the next school term. This notification must be:

- (A) written; and

(B) delivered in person or mailed by registered or certified mail to the teacher at the teacher's last known address.

(3) Upon the request of the teacher, and within fifteen (15) days of the receipt of the notice of the consideration of contract nonrenewal, the governing body or the superintendent of the school corporation shall provide the teacher with a written statement which may be developed in an executive session and which is not a public document, giving the reasons for the noncontinuation of the teacher's contract.

(c) A conference shall be held with the governing body, or at the direction of the governing body, with the superintendent or the superintendent's designee, not more than ten (10) days following the day the governing body receives the request. If the first conference is not with the governing body, the teacher may request a second conference, which shall be held with the governing body at a time mutually agreeable to both parties and not more than twenty (20) days following the day the governing body receives the request for a second conference, or before the end of the school year, whichever is earlier.

(d) The governing body may, in addition to a conference, require that the superintendent or the superintendent's designee and the teacher summarize in writing the position of each party with respect to the continuation of the contract.

(e) At any conference:

(1) the governing body, the superintendent, or the superintendent's designee shall provide full and complete information supporting the reasons given for noncontinuance; and

(2) the teacher shall provide any information demonstrating that noncontinuance of the contract is improper.

(f) The conference with the governing body shall be in executive session unless the teacher requests a public conference. The teacher may have a representative at any conference.

(g) The governing body shall vote on the continuation of the teacher's contract not more than ten (10) days after the conference.

(h) The time periods set out in subsection (c) shall be extended for a reasonable period:

(1) when a teacher or school official is ill or absent from the school corporation;

(2) when the teacher requests a public conference, but a public conference held within the time periods of subsection (c) violates IC 5-14-1.5-5; or

(3) for other reasonable cause.

(i) The governing body of a school corporation may decide not to continue a teacher's contract under this section:

(1) for any reason considered relevant to the school corporation's interest; or

(2) because of a teacher's inability to perform the teacher's teaching duties.

As added by Acts 1976, P.L.100, SEC.1. Amended by Acts 1978,

P.L.110, SEC.6; P.L.201-1989, SEC.2; P.L.105-1992, SEC.2; P.L.155-1996, SEC.1; P.L.249-2003, SEC.1.

IC 20-6.1-4-14.5

Construction of chapter with collective bargaining agreements

Sec. 14.5. (a) The provisions of this chapter may not be construed to limit the provisions of a collective bargaining agreement negotiated under IC 20-7.5.

(b) Notwithstanding this chapter, this chapter does not prohibit a school employer and an exclusive representative from collectively bargaining contracts that alter the requirements of sections 10, 10.5, 11, 12, and 14 of this chapter and IC 20-6.1-5-15.

(c) Notwithstanding this chapter, this chapter may not be construed to limit the rights of a school employer and an exclusive representative (as defined in IC 20-7.5-1-2) to mutually agree to binding arbitration with regard to teacher dismissals.

(d) If the school employer and the exclusive representative mutually agree to binding arbitration of teacher dismissals, the arbitrator shall determine whether the hearing will be open to the public, and the written decision of the arbitrator shall be presented to the governing body in an open meeting and shall be made available to the public for inspection and copying.

As added by Acts 1978, P.L.110, SEC.7. Amended by P.L.201-1989, SEC.3; P.L.105-1992, SEC.3; P.L.1-1993, SEC.179.

IC 20-6.1-4-15

Void contract; when two contracts are signed

Sec. 15. (a) A contract entered into after August 15 between a school corporation and a teacher is void if the teacher, at the time of signing the contract, is bound by a previous contract to teach in a public school. However, another contract may be signed by the teacher which will be effective if the teacher:

(1) furnishes the governing body a release by the employers under the previous contract; or

(2) shows proof that twenty-one (21) days' written notice was delivered by the teacher to the first employer.

Each governing body may request from the teacher at the time of contracting a written statement as to whether the teacher has signed another teaching contract. However, the teacher's failure to provide the statement is not a cause for subsequently voiding the contract.

(b) This section does not apply to an individual who works at a conversion charter school for purposes of the individual's employment with the school corporation that sponsored the conversion charter school.

As added by Acts 1976, P.L.100, SEC.1. Amended by P.L.276-2003, SEC.16.

IC 20-6.1-4-16

Void contract; trustee's violation

Sec. 16. Void Contract—Trustee's Violation. (a) A township

trustee may not contract with a teacher if the teacher's term of service under the contract begins after the expiration of the trustee's term of office.

(b) Each contract which violates subsection (a) of this section is void as to the trustee's township and school fund. However, the trustee is personally liable to the teacher for all services rendered under the contract and all damages sustained by reason of that contract.

As added by Acts 1976, P.L.100, SEC.1.

IC 20-6.1-4-17

School principal and administrative assistant contracts

Sec. 17. School Principal and Administrative Assistant Contracts. A school corporation may provide in the contract of a principal or of any of his administrative assistants compensation for services performed for a period of time, either before or after the school term, considered necessary by the governing body.

As added by Acts 1976, P.L.100, SEC.1.

IC 20-6.1-4-17.1

Principal and assistant principal contracts; conditions

Sec. 17.1. A contract of employment shall be entered into between the governing body of the school corporation and a principal or assistant principal subject to the following conditions:

(1) The basic contract shall be the regular teacher's contract as prescribed by the state superintendent of public instruction.

(2) The minimum term of the initial contract shall be the equivalent of two (2) school years; provided, however, that the term of such contract may be greater than two (2) years.

(3) Such contract may be altered or modified or rescinded in favor of a new contract at any time by mutual consent of the governing body of the school corporation and the principal or assistant principal, provided such contract when reduced to writing is not inconsistent with provisions of this chapter.

As added by Acts 1977, P.L.241, SEC.1.

IC 20-6.1-4-17.2

Assistant superintendent, principal, and assistant principal contracts; renewal or refusal to renew; written notice

Sec. 17.2. (a) By February 1 of the year during which the contract of an assistant superintendent, a principal, or an assistant principal is due to expire, the governing body of the school corporation or an employee at the direction of the governing body shall give written notice of renewal or refusal to renew the individual's contract for the ensuing school year.

(b) If no notice is given by February 1 of the year during which the contract is due to expire, the contract then in force shall be reinstated only for the ensuing school year.

(c) Nothing in this section prevents the modification or termination of a contract by mutual agreement of the assistant

superintendent, the principal, or the assistant principal and the governing body.

As added by Acts 1977, P.L.241, SEC.2. Amended by P.L.47-1989, SEC.3.

IC 20-6.1-4-17.3

Written preliminary notice that governing body considering not renewing contract; private conference

Sec. 17.3. (a) At least thirty (30) days before giving written notice of refusal to renew a contract under section 17.2 of this chapter, the governing body, or an employee at the direction of the governing body, shall inform the assistant superintendent, the principal, or the assistant principal by written preliminary notice that the governing body is considering a decision not to renew the contract and that, if the individual files a request with the school corporation for a private conference within five (5) days after receiving the preliminary notice, the individual is entitled to a private conference with the superintendent of the school corporation.

(b) If the individual files a request with the school corporation for an additional private conference within five (5) days after the initial private conference with the superintendent of the school corporation, the individual is entitled to an additional private conference with the governing body of the school corporation before being given written notice of refusal to renew the contract.

(c) The preliminary notice required under this section must include the reasons for considering a decision not to renew.

As added by Acts 1977, P.L.241, SEC.3. Amended by P.L.47-1989, SEC.4.

IC 20-6.1-4-17.7

Consideration of ISTEP program test scores in evaluation of principal's performance

Sec. 17.7. The evaluation of a principal's performance may not be based wholly on the ISTEP program test scores under IC 20-10.1-16 of the students enrolled at the principal's school. However, the ISTEP program test scores under IC 20-10.1-16 of the students enrolled at a principal's school may be considered as one (1) of the factors in the evaluation of the principal's overall performance at the school.

As added by P.L.231-2001, SEC.1.

IC 20-6.1-4-18

Superintendent contracts

Sec. 18. Superintendent Contracts. Each contract entered into by a governing body and its superintendent is subject to the following conditions:

- (1) The basic contract is in the form of the regular teacher's contract.
- (2) The contract is for a term of at least thirty-six (36) months.
- (3) The contract may be altered or rescinded for a new one at any time by mutual consent of the governing body and the

superintendent. This consent must be in writing and must be expressed in a manner not inconsistent with sections 18 through 20 of this chapter.

(4) The rights of a superintendent as a teacher under any other law are not affected.

As added by Acts 1976, P.L.100, SEC.1.

IC 20-6.1-4-19

Superintendent's contract; termination

Sec. 19. Superintendent Contract—Termination. A superintendent's contract terminates on the following dates and under the following conditions only:

(1) on any date, if the governing body and the superintendent mutually consent;

(2) before the expiration date, if the governing body terminates the contract for cause as provided by any statute stipulating cause for dismissal of teachers; however, the governing body must give the superintendent proper notice and, if he requests a hearing at least ten (10) days before the termination, must grant him a hearing before the governing body in official meeting;

(3) on the expiration date, if the governing body before or on January 1 of the year in which the contract is to expire gives notice to the superintendent in writing delivered in person or by registered mail; or

(4) on the expiration date, if the superintendent before or on January 1 of the year in which the contract is to expire gives proper notice in writing to the governing body.

As added by Acts 1976, P.L.100, SEC.1.

IC 20-6.1-4-20

Superintendent's contract; extension

Sec. 20. Superintendent Contract—Extension. Failure of the governing body to give the termination notice as specified in section 19(3) of this chapter results in an extension of the superintendent's contract for twelve (12) months following the expiration date of the contract.

As added by Acts 1976, P.L.100, SEC.1.

IC 20-6.1-4-21

"Local director of special education" and "managing body"

Sec. 21. As used in this section and sections 22 through 25 of this chapter, the following terms have the following meanings:

(1) "Local director of special education" means an individual who:

(A) is licensed as a director of special education by the department; and

(B) is employed as a director of special education by the managing body.

(2) "Managing body" refers to:

- (A) the governing body;
 - (B) the board of managers (as defined in IC 20-1-6-20(a)(4);
 - or
 - (C) any other governing entity;
- that has the responsibility for administering the school corporation's special education program or a special education cooperative organized under IC 20-1-6-20, IC 20-5-11, or IC 36-1-7.

As added by P.L.107-1994, SEC.1. Amended by P.L.2-1995, SEC.75.

IC 20-6.1-4-22

Director of special education; compensation for services before or after school term

Sec. 22. A managing body may provide in the contract of a local director of special education compensation for services performed for a time, either before or after the school term, considered necessary by the managing body.

As added by P.L.107-1994, SEC.2.

IC 20-6.1-4-23

Director of special education; conditions for employment contract

Sec. 23. A contract of employment shall be entered into between the managing body and a local director of special education subject to the following conditions:

- (1) The basic contract is the regular teacher's contract as prescribed by the state superintendent of public instruction.
- (2) The minimum term of the initial contract is the equivalent of two (2) school years.
- (3) The contract may be altered, modified, or rescinded in favor of a new contract at any time by mutual consent of the managing body and the local director of special education if the written contract is consistent with this chapter.

As added by P.L.107-1994, SEC.3.

IC 20-6.1-4-24

Director of special education; expiration of contract; reinstatement; modification or termination of contract

Sec. 24. (a) Before February 1 of the year during which the contract of a local director of special education is due to expire, the managing body or an employee at the direction of the managing body shall give written notice of renewal or refusal to renew the local director of special education's contract for the ensuing school year.

(b) If notice is not given before February 1 of the year during which the contract is due to expire, the contract then in force is reinstated only for the ensuing school year.

(c) This section does not prevent the modification or termination of a contract by mutual agreement of the local director of special education and the managing body.

As added by P.L.107-1994, SEC.4.

IC 20-6.1-4-25**Director of special education; nonrenewal of contract; notice; private conference**

Sec. 25. (a) At least thirty (30) days before giving written notice of refusal to renew a contract under section 23 of this chapter, the managing body or an employee at the direction of the managing body shall inform the local director of special education by written preliminary notice that the managing body is considering a decision not to renew the contract and that, if the local director of special education files a request with the managing body for a private conference not more than five (5) days after receiving the preliminary notice, the local director of special education is entitled to a private conference with the superintendent, president, trustee, or other head of the managing body.

(b) If the local director of special education files a request with the managing body for an additional private conference not more than five (5) days after the initial private conference with the superintendent, president, trustee, or other head of the managing body, the local director of special education is entitled to an additional private conference with the managing body before being given written notice of refusal to renew the contract.

(c) The preliminary notice required under this section must include the reasons for considering a decision not to renew.

As added by P.L.107-1994, SEC.5.